

MEMORANDUM OF AGREEMENT
Borough of Bernardsville and PBA Local 365

The parties hereby agree to recommend the following changes to the 2005-2007 collective bargaining agreement, subject to ratification by their respective bodies:

ARTICLE XIV

COMPENSATION

A. Effective on January 1, 2008 all employees covered by this Agreement shall be entitled to receive the base rate of pay for their position in accordance with the following guide:

SALARY GUIDE

		Effective 01/01/2007	4% Effective 01/01/2008
Grade 9	Year 1 (During Academy)	\$30,000	\$30,000
Grade 8	Year 1 (Once P. T. C. Certified)	40,000	40,000
Grade 7	Year 2	54,114	56,279
Grade 6	Year 3	59,606	61,990
Grade 5	Year 4	65,098	67,702
Grade 4	Year 5	70,590	73,414
Grade 3	Year 6	76,082	79,125
Grade 2	Year 7	81,574	84,837
Grade 1 ¹	Year 8	87,063	90,546
Grade 1A	Year 8 (with 8 yr. Sr. Ofc. Stipend)	N/A	91,296 ²
Patrolman	Year 12 (12 yr. Sr. Ofc. Stipend & two stripes worn to indicate status)	N/A	92,296 ³
First Class			

¹ The Grade 1 Step will apply to Officers who are currently at the Top Stop (Grade 1) but who are not eligible for the 8-year Senior Officer Differential. Officers eligible for the 8-year Stipend will move to Grade 1A. Once all officers at Grade 1 reach their eighth year, the Grade 1 and 1A steps will be merged into one step with the Senior Officer Differential rolled in.

² Includes the 8-year Senior Officer Differential

³ Includes the 12-year Senior Officer Differential

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1. Detective/Patrolman - \$1,800 above the appropriate patrolman salary.
- B. Each employee governed by this Agreement shall be entitled to a Senior Officer Differential which is included as part of the base salary stated above at the Grade 1A - year 8 step and the Patrolman First Class - year 12 step as follows:

At Grade 1A eight (8) years of service - \$ 750.00

At Patrolman First Class Twelve (12) years of service - \$1,000.00

The inclusion of Senior Officer differential into the Base shall be a one-time occurrence. The applicable differential, i.e. \$750 or \$1,000, shall be added to the new 2008 base, after the percentage increase is added to the 2007 salary. The new Base Salary, including the Senior Officer differential, shall be the Base salary going forward for all purposes. All future reference to the Senior Officer Differential will refer only to a portion of the base salary at that time, (i.e. employees will no longer receive an additional stipend on top of their base salary, since it is now included as a portion of their base salary).
- C. The Council may upon recommendation of the Department Head, place newly appointed officers at any starting pay grade to include consideration of prior police or military experience as deemed appropriate at the time of appointment. In no event, however, shall such credit serve to reduce the one (1) year probation requirement.
- D. The determination of grade for all officers shall be that each officer on their annual anniversary date shall advance to the next grade on the salary guide.

E. OVERTIME

Each Patrolman and Detective Patrolman shall be compensated at the rate of one and one-half (1/2) times his regular base rate of pay for all time worked in excess of the regularly scheduled hours, including but not limited to situations where the officer is held over from his regular tour of duty, he is required to work in an emergency, and for attendance at courts while off duty.

F. Compensatory time may be taken at the employee's discretion with the approval of the Department Head. Unused Earned Compensatory Time accumulated in the current calendar year must be used prior to May 31 of the following year.

G. In the event an officer is eligible for overtime payments under this Article at the time and one-half rates, the officer may opt to take compensatory time off in lieu thereof at the rate of time and one-half. The Patrolmen and Detectives and the Department Head shall meet monthly at the request of the Department Head on a mutually convenient day and time for which employees will receive compensatory time off.

H. In the event an officer is recalled to duty during his regularly scheduled time off and/or subject to the continuation of a regularly scheduled shift, then the officer shall be compensated a minimum of two (2) hours pay at the time and one- half base rate of pay plus two (2) hours compensatory time off at time and one - half.

I. Patrolmen and Detectives performing outside work while off duty shall be entitled to \$49.50 per hour and officers shall be entitled to a minimum four (4) hours show up pay billed to the outside contractor. Within sixty (60) days of the final approval and execution of this memorandum of agreement the hourly rate for

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outside work will be increased to \$64.00 per hour on a prospective basis. In addition, administrative costs for the Borough will be added to the amount billed to the outside contractor.

J. Officers shall be paid bi-weekly in accordance with the usual Borough payroll practice.

ARTICLE XX

WORK SCHEDULES

A. WORK PERIOD

The work schedule for all officers assigned to the Patrol Division shall operate on a twenty-eight (28) day work period. The work schedule for officers assigned to all other Bureaus, Divisions and Administration shall operate on a seven (7) day work period.

B. NON-PATROL

The work day for all shifts other than the Patrol Division shall consist of eight (8) hour shifts five (5) days per week totaling 40 hours per week. The specific hours of work and days shall be set by the Chief of Police or his designee for each of these employees on an individual basis.

C. PATROL

1. The Patrol Division will continue to utilize the schedule rotation commonly referred to as the "Pittman Schedule". Officers shall be assigned to four (4) patrol squads consisting of a minimum of three (3) officers per squad. A minimum of two officers shall be scheduled for

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patrol duty at any given time. (Subject to the provisions of Article XX (D) below). Each patrol shift shall be Twelve (12) hours long, and shall have the following specific hours:

7:00 A.M. to 7:00 P.M. (Day Shift)

7:00 P.M. to 7:00 A.M. (Night Shift)

2. Officers will be normally scheduled for fourteen (14) shifts within the Twenty-Eight (28) day work period. Officers shall rotate from Dayshifts to Nightshifts every fourteen (14) days (i.e. two weeks of Dayshifts then two weeks of Nightshifts) subject to the provisions of Article IX, Section E.
3. Assignment of an officer to any modified shift times differing from above will be made on an as needed basis within the discretion of the Chief of Police or his designee, with the agreement of said officer.

D. WORK ASSIGNMENTS

The current minimum patrol manpower of two officers on patrol at any given time will remain in effect. Nothing in this Article shall impact in any way the Chief of Police's authority and discretion to assign officers to a particular Squad, Bureau, Division or assignment, or to set staffing levels for a particular Division or Bureau.

E. SCHEDULED COMPENSATORY TIME

1. Officers assigned to the Patrol Division working the "Pittman" Schedule as set forth in Section "C" above shall receive "scheduled compensatory time" at the beginning of each year, dependent upon the total number of

hours scheduled to work in a given year. This time is computed as straight-time for the specific number of hours the officer is scheduled to work in excess of 2080 work hours in a calendar year (i.e. officers scheduled for 2196 work hours for a given year are calculated to have 116 hours of scheduled compensatory time for that year).

2. Officers are required to utilize or schedule for use at least thirty (30) hours of their scheduled compensatory time by the end of each quarter (March 31, June 30, September 30 and December 31). No scheduled compensatory time may be scheduled for use after November 30 of the current calendar year. Any scheduled compensatory time that remains as of December 1 shall be available for utilization between January 1 and May 31 of the following calendar year.

F. **RE-NEGOTIATION OF WORK SCHEDULE**

1. The Chief in his sole discretion may initiate renegotiation of the terms of the schedule with the P.B.A. at any time, if he determines such change is necessary to ensure public safety and the effective management of the Department.
2. If such situation arises prior to the expiration of the existing contract, for the Chief of Police or his designee to renegotiate the aforementioned schedule of sections A through E of this Article, the Chief of Police or his designee must identify the problem areas in writing to President of the PBA. In the absence of the President any member of the PBA executive Board may be notified. The purpose of the notification shall be to inform

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the members of the local and attempt to correct said problem. If the problems identified have not been corrected within sixty (60) days of the first written notification by the Chief, the matter shall then go before the Public Safety Committee of the Borough Council. If within the following thirty (30) days from escalation to this step the problem is not mutually resolved, the matter shall then go before binding arbitration. The arbitrator's decision shall only remain in affect until the expiration of the current contract. Once a new contract is negotiated and finalized, the new contract shall take precedence.

3. In the event the Department renegotiates and comes to an agreement of a schedule differing in any way from the aforementioned schedule of sections A through E of this Article, all terms and conditions will be signed into effect with the approval of both the Chief of Police and the PBA President or appropriate PBA representative. The agreement shall be listed as an appendix unto this contract. Any agreement shall only remain in affect until the expiration of the current contract. Once a new contract is negotiated and finalized, the new contract shall take precedence.

ARTICLE XXI

BEREAVEMENT LEAVE

- A. In the event of the death of a spouse or child, each full-time permanent employee shall be entitled to two (2) weeks bereavement leave. The employee shall be entitled to three (3) days bereavement leave with pay for the loss of father, mother, brother,

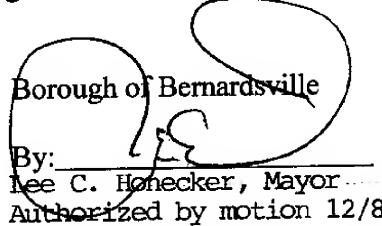
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sister, grandparent, grandchild, or any other relative in the same household (not to exclude "Step", "Half", "Foster" or "In-Law").

B. The employee shall be entitled to one (1) day of bereavement leave with pay for the loss of relatives not listed above (i.e. aunt, uncle, etc.). This leave shall be taken in conjunction with funeral and or memorial services at the time of death. Such period of time shall not be charged to vacation, sick time, or calculated in any other way.

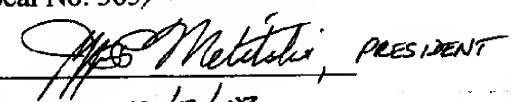
C. All requests for bereavement leave shall be documented in writing on the appropriate department leave of absence request form indicating the number of days to be taken and the relationship of the relative as it applies to this section.

The term of the new agreement will be one year commencing January 1, 2008 and expiring December 31, 2008.



PBA Local No. 365 / PATROLMEN

By:


12/8/08